

MEMORANDUM OF AGREEMENT

By and Between

The City of Wichita, Kansas



and

Local #135 International Association of Firefighters - Wichita, Kansas



This Memorandum of Agreement is entered into by and between the City of Wichita, Kansas, hereinafter referred to as the "City" or "Employer", and Local #135 International Association of Firefighters, hereinafter referred to as the "Union."

Date Effective

December 26, 2009

Date Ending

December 24, 2010

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Preamble

This memorandum of agreement is imposed by the governing body of the City of Wichita, Kansas, pursuant to Kansas Statute 75-4332(f) of the Kansas Public Employee Relations Act. The terms of this agreement apply to only those employees who are included in the bargaining unit for which the Union was certified as the exclusive bargaining representative in the order of the Kansas Public Employee Relations Board of August 15, 1974. This agreement between the City and the Union is to be for a term beginning December 26, 2009, and ending December 24, 2010.

Article 1: Recognition

- A. The City recognizes the Local #135 International Association of Firefighters, hereinafter referred to as the Union, as the exclusive representation for the purposes of meeting and conferring and the settlement of grievances for those designated in the bargaining unit.
- B. The bargaining unit consists of all employees bearing the rank of Firefighter, Fire Lieutenant, Airport Public Safety Lieutenant, and equivalent positions, and Fire Captain, Airport Public Safety Captain, and equivalent positions. Excluded from the unit are all other employees.
- C. In the event any classification in the bargaining is retitled, or in the event any additional classification is included in the bargaining unit by action of PERB, this memorandum of agreement shall be construed to include such retitled or additional classification in the above unit description.

Article 2: Management Rights

- A. The Union recognizes that except to the extent abridged by specific provisions of this agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this agreement shall include, but are not limited to:
 - (1) Direct the work of its employees;
 - (2) Hire, promote, demote, transfer, assign and retain employees in positions within the public agency;
 - (3) Suspend or discharge employees for proper cause;
 - (4) Maintain the efficiency of governmental operation;
 - (5) Relieve employees from duties because of lack of work or for other legitimate reasons;
 - (6) Take actions as may be necessary to carry out the mission of the agency in emergencies; and
 - (7) Determine the methods, means and personnel by which operations are to be carried on.
- B. The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this agreement.

Article 3: Employee Rights

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

Article 4: Stewards

- A. The employer recognizes the right of the Union to designate not to exceed fourteen job stewards and alternatives.
- B. The authority of job stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to work, or any other interference with the employer's business.
 - c. The job stewards shall not absent themselves from their place of work to attend to Union business and grievance matters without permission of their Battalion Chief/Deputy Chief of Airport Public Safety. Requests for time off to handle Union business and grievance matters shall be granted at the discretion of the department director. Such permission shall not be unreasonably withheld. Stewards may be granted 30 minute periods to attend to Union business and grievance matters as approved by the department director. The 30 minutes shall be used at the end of the shift unless the Battalion Chief/Deputy Chief of Airport Safety grants another time. When a steward is required to attend formal grievance hearings, the time shall not be assessed against the above-mentioned periods.

Article 5: Nondiscrimination

- A. No employee shall be discriminated against because of race, color, creed, national origin, age, sex, religion, ancestry, disability, because of Union activity or non-Union activity or for any other reason contrary to law by either the City or the Union, all in accordance with the law.
- B. If any grievance is filed under this article, and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, said grievance shall be held in abeyance until the other board, agency or court has rendered its decision.
- C. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that it shall not discriminate

against any employee with the respect to hours, wages, or any other term or condition of employment including promotions by reason of membership in the employee organization, or participation in any of these activities; collective negotiations with the City, or institution of any grievance, complaint or proceeding under this agreement with respect to any terms or condition of employment.

Article 6: Payroll Deduction

A. The City agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by Human Resources, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund.
2. Premiums for the employee health and life insurance benefits.
3. Wichita Federal Credit Union.
4. Union dues.
5. Fireman's Welfare Fund.
6. Deferred Compensation.
7. Any other deduction authorized by the City.

B. Any such authorized deductions or withdrawals shall become effective following the filing of an authorization or revocation card consistent with the procedure established by Human Resources. Withdrawal requirements from deferred compensation or health and dental plans are also subject to appropriate regulations.

Article 7: Compensation Policy

A. A pay plan shall be provided for all employees in the classified service. The pay plan consists of a salary range for each position. Salary ranges are determined by the relative difficulty and responsibility of the positions of the class, prevailing rate of pay, cost of living factors, the financial policy of the City and other economic situations.

B. The position of Firefighter Recruit is established at one range lower than Firefighter. Firefighter Recruits are eligible to participate in the health insurance program offered by the City and receive paid holidays, but are not eligible for any other fringe benefits.

An exception is made for full time employees of the City who become Firefighter Recruits. Full time employees may continue to participate in the life insurance program, in addition to a health insurance program and receive paid holidays. While the employee is in recruit training, use of accrued leaves is not permitted, nor will the recruit accrue additional leave. Prior accrued leaves and seniority for accrual of longevity benefits (vacation, sick leave, and longevity pay) will be reinstated upon appointment to Firefighter.

Assistant Airport Public Safety Supervisor will be placed in range 892 if 2912 hours per year and range 824 if 2080 hours per year and placed in the same step as if the employee remained as an Assistant Airport Public Safety Supervisor.

Airport Public Safety Supervisor will be placed in range 893 if 2912 hours per year and range 827 if 2080 hours per year and placed in the same step as if the employee remained as an Airport Public Safety Supervisor.

C. Any members of the bargaining unit who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat and Technical Rescue, will receive an additional \$35.00 per pay period. EMICT certifications will receive \$35.00 per pay period.

D. Employees assigned the duties of a higher position shall be compensated at the rate of pay for the higher position for those hours worked, if employees are so assigned a day or more in any instance. (A day is 12 hours for 24 hour employees and 8 hours or 10 hours for 40 hour employees.) This provision does not apply to Airport Public Safety.

E. Employees working a 40 hour work week who are required to work second or third shift will receive shift differential. Employees required to work second shift will receive 15 cents per hour. Employees required to work third shift will receive 25 cents an hour.

F. Anytime an employee is off duty and is required to be available for duty, the employee is on standby status. While on standby, the employee is required to keep in continual communication with the department by beeper radio or walkie talkie. Employees on standby will be compensated at the rate of \$.50 per hour.

An employee on standby who is required to report to duty shall be guaranteed at least two hours pay at the regular rate of pay.

G. Irrespective of any of the above provisions, the employer agrees that in the event of a call back to work under departmental policy, because of an emergency, those employees called back shall receive time and one-half for all the time worked, with a minimum of 2 hours pay.

H. Dates of pay. Employees will be paid on a bi-weekly basis for all regular and constant staffing hours except overtime worked, including emergency call back hours, in that pay period. Payday shall be on the Friday following the regularly scheduled two (2) week pay period. Overtime pay will be paid at the end of the 27 day pay period.

For 40 hour employees the work week is 12:01 a.m. Saturday through 12:00 midnight Friday. A twenty-seven (27) day work period is established for employees who work a twenty-four hour shift.

Checks shall be made available to all employees prior to the end of the shift on payday. An employee who is separated or whose services are terminated may receive pay only on the next established payday.

I. Members of the bargaining unit shall receive educational pay of \$50.00 per month for a baccalaureate degree and \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by The Kansas Board of Regents and certified as eligible by the Human Resources Department. Bargaining unit members are not eligible for tuition reimbursement.

Article 8: Longevity Pay

Commencing the first full pay period after the approval of the contract, and in consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long term employees. To receive longevity pay, the employee must have completed six (6) years total accumulative service with the City. The amount of this pay shall be \$2.00 per month times the years of accumulative service of the employee with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount of pay shall be \$5.00 per month times the years of accumulative service with the City.

Article 9: Within Hourly-Range Increases

A. Frequency of increases. After an employee has successfully completed recruit training, the employee shall be advanced to the position of Firefighter and shall have a twelve month probationary period. Advancement from A to B step of the pay range may be granted after an employee has completed the probationary period. Within range increases from step B to step C, step C to step D, step D to step E, step E to step F, step F to step G, step G to step

H, step H to step I, and step I to step J, step J to step K, step K to step L, step L to step M, step M to step N and step N to step O shall be granted after 12 months satisfactory service in each step.

B. Promotions. Upon a promotion, the said employee will move to the pay range appropriate to the position to which the employee is promoted (A Firefighter promoted to Fire Lieutenant would move from Range 891 to Range 892). The promoted employee will move to the next lower step in the new pay scale. (step H moves to step G, step I moves to step H, etc.) With the approval of the Department Director, an additional step may be granted at the time of promotion if the promotion occurs within 120 days of the employee's previous anniversary date. Anytime an employee is promoted or demoted a new anniversary date is established for future step movements.

Article 10: Overtime

- A. The City reserves the right to schedule overtime work as required.
- B. The number of personnel on duty will be determined by management. When personnel strengths fall below the minimum strength determined by management, personnel will be called from a list to fill vacant positions until minimum personnel strength is achieved.
- C. Bargaining unit personnel working a 24 hour schedule will be compensated at time and one-half of the hourly rate for all hours worked in excess of 204 in a 27 day work period.
- D. Employees who are scheduled to work 40 hours in one week shall be paid time and one-half for overtime if they have worked more than 40 hours in one week.
- E. Except for injury leave, leaves of absence will not be computed as hours worked for the purpose of computing overtime even though the leave may have been paid leave.

Article 11: Kelly Days

Each employee working a 24 hour shift shall be granted four Kelly Days with pay. Said Kelly Days shall be scheduled at the convenience of the department so as to maintain proper firefighting capabilities. A Kelly Day shall consist of one full 24 hour shift.

Article 12: Insurance Program

A. Health Benefits. The City will extend to all employee groups the same health insurance program(s) available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee group selects.

Participation in the health insurance program is optional with each employee.

B. The City agrees to provide basic group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand. The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

C. If any insurance carrier insuring the risk pays any dividend or refund in any manner, the sum shall be deposited to the Self Insurance Fund for Health Account, for the purpose of defraying health insurance costs in future years.

Article 13: Injury Leave

- A. During recruit training the City will pay authorized Workers Compensation benefits to a recruit injured during training. Should a Firefighter Recruit be called to active firefighting duty and suffer an injury which is peculiar to firefighting, the Firefighter Recruit will be eligible for extended injury leave as provided in Article 13 (H).
- B. After appointment to Firefighter or Airport Public Safety Officer, the City will pay benefits to the injured employee over and above the authorized Workers' Compensation benefits sufficient to allow the employee to receive up to the amount of the employee's current take home pay during the first 90 days of disability.
- C. After 90 consecutive days, the employee will be paid according to the terms in the Workers' Compensation Act until released to return to work. The employee will use accrued sick leave or vacation leave as needed above the Workers' Compensation benefit to allow the employee to receive a full paycheck.
- D. All injuries, including heart and lung disease, will be considered and defined in accordance with the Workers' Compensation Act of the State of Kansas and the interpretive cases arising thereunder.
- E. The City shall reserve the right to have the employee examined by the physician of its choice, at the expense of the City. The employee maintains the right of getting a second opinion, at the expense of the employer pursuant to the Workers' Compensation Act of the State of Kansas.
- F. The employee shall report injuries in accordance with the Wichita Fire Department Administration Manual or the City of Wichita Personnel Manual for Airport Public Safety.
- G. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave relating to a previous injury is required after one year (365 days) from the date of release by the physician and return to work, such leave will be treated as a new injury case.
- H. Notwithstanding the foregoing, if a full time employee suffers, while on duty, (1) any injury which is peculiar to firefighting/Airport public safety work or (2) any injury while performing a function which is peculiar to firefighting work, which causes the employee to be unable to perform the employee's duty, the employee shall continue to be paid by the City on the same basis as before the injury with full benefits and no deduction from any accumulated leave or overtime accumulation during the time the employee is unable to perform duties due to the result of the injury, but no longer than one (1) year from the date of initial injury.

Decision as to the applicability of this provision shall be made by a board consisting of the Fire Chief or Airport Public Safety Chief, the President of the Union, the Human Resources Director, and two persons appointed by the City Manager. The findings and decisions of the Board may be reviewed by the City Manager. The Board's decision shall be final unless reviewed by the City Manager within ten work days after being received by the City Manager. On review, the City Manager may affirm or reverse the Board's decision. If the City Manager reverses the Board's decision, the City Manager shall state the reasons for the decision in writing.

At any time during the period for which continuing compensation is required by this provision, the employing public entity may order, at the expense of that entity, physical or medical examinations of the injured person to determine the degree of disability. During this period of disability, the injured person shall not be employed in any other manner with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation provided by this provision from the time such employment begins. Any salary compensation

due from any type of insurance which may be carried by the city, shall revert to the city during the time for which continuing compensation is paid under this provision.

I. Both parties to this contract recognize that, under the provisions of KSA 44-505(d), the City could potentially be relieved of responsibilities for workers compensation benefits under the state Workers Compensation Act. If the City no longer has a statutory obligation to provide Workers Compensation benefits under the terms of KSA 44-505(d), then this Article shall be reopened for negotiations.

Article 14: Leaves of Absence Without Pay

A. Eligibility. A department director may grant leaves of absence without pay of up to thirty (30) calendar days. Leaves of absence will be granted unless the granting of the leave of absence would create an undue hardship in the department. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

B. Requesting Leave of Absence Without Pay. Requests for leave for personal reasons shall be submitted in writing to the division head or department director, stating reasons for the request, the date the leave shall begin, and the probable date of return.

C. The City and the Union agree to comply with the provisions of the federally directed Family And Medical Leave Act. The exact provisions will follow those outlined in the Administrative Personnel Policy & Procedure Manual.

Article 15: Time Off for Union Business

A. The city recognizes the need for employees to be off on official Union business leave. Permission for such leave must be authorized by the department director. The department director with the aid of the division head should determine if such leave will be granted. Time off will be granted, unless by so granting the division or division's personnel strength will be materially affected in responding to emergency calls.

B. Time off for Union business is to be by an approved "Union Shift Exchange" as provided in this Article. Union shift exchanges shall not affect the regular shift exchange time allowed to be traded, provided the Union has given one (1) work shift's written notice of such leave request to the department director and division head involved. Failure to comply with the notification provision will result in denial of approved Union leave. The Union agrees that in making their request for time off for Union activities, due consideration shall be given to the qualifications of employees affected in order that there shall be no disruption of the City's operations due to lack of available qualified personnel.

C. Time off with pay shall be granted for grievance hearings for Employee Grievance Board Members and for employees engaged in grievance hearings. Time off with pay shall be granted for employee representative to attend Labor Management Committee meetings.

D. The negotiating representatives of the bargaining unit will be granted the required time off with pay necessary for the sole purpose of negotiations as approved by the department director. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus.

E. The right to grant leaves for Union business is the right of the management. Management will decide if a leave should or should not be granted, predicated on the provisions set forth in this Article.

F. The Union shall be allowed time for a group orientation for recruit firefighters pursuant to Article 24, paragraph O of this memorandum.

G. Members of the Executive Board for IAFF Local 135, who are city employees, and on duty shall be allowed a reasonable time to attend the regular monthly Union meeting. Anyone attending these meetings while on duty will be subject to recall to duty if needed by the Fire Department. A list of the Executive Board members will be provided to the Fire Chief/Airport Public Safety Chief every six months (6) or when a change in the list may occur. The Chief will also be given written notice at least fifteen days in advance of such meetings. The release of Airport Public Safety personnel is subject to the approval of the Airport Public Safety Chief.

Article 16: Vacation Leave

A. Accumulation. All members of the unit will earn vacation benefits except Firefighter Recruits. Upon appointment to the position of Firefighter, an employee will earn vacation benefits.

B. Vacation leave will be earned on hours in pay status exclusive of nonscheduled overtime and will be calculated at the time the payroll is processed.

C. Base hours for computing vacation leave are 2080 per year for 40 hour per week employees. For employees working a 24 hour schedule, vacation is computed on 2912 hours which includes scheduled overtime.

D. The rate at which vacation leave is earned is determined by the start work date, benefit date, or adjusted start work date. Employees with prior creditable service are eligible to earn vacation leave based on their adjusted start work date after completion of two years continuous service from the date of hire.

E. Vacation leave for Wichita Fire Department and Airport Public Safety 40 hour per week employees is earned at the following rate:

<u>Years of Service</u>	<u>Hours of Vacation per Hours in Pay Status</u>	<u>(8 hour Days) Days per year</u>
Less than 5	.0461	12
5	.0500	13
7	.0538	14
8	.0576	15
9	.0615	16
10	.0653	17
12	.0692	18
14	.0730	19
16	.0769	20
18	.0807	21
20	.0846	22
25	.0962	25

F. Vacation leave for Wichita Fire Department 24 hour employees is earned at the following rate:

<u>Years of Service</u>	<u>Hours of Vacation per Hours in Pay Status</u>	<u>(12 hour Days) Days per year</u>
Less than 5	.0412	10
5	.0453	11
7	.0494	12
8	.0535	13
9	.0576	14
10	.0618	15
12	.0659	16
14	.0700	17

16	.0741	18
18	.0782	19
20	.0824	20
25	.0947	23

Vacation leave for Airport Public Safety employees who work a 24 hour shift is accrued at approximately the following rate:

<u>Years of Service</u>	<u>(12 hour Days) Days per year</u>
Less than 5	10
5, 6, 7, 8, 9	15
10, 11, 12, 13, 14	17
15	18
16, 17, 18, 19	20
20	21
21	24
22 or more	25

G. Vacation leave may not be taken in advance of vacation leave earned nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary period and have been removed from probationary status. Employees with a twelve-month probationary period must have satisfactorily completed six months of service before being eligible to take vacation or be paid for terminal vacation.

H. An employee who goes on military leave for extended active duty, resigns, or is terminated, will be paid for any unused vacation leave. The last day an employee works is the termination date except for employees retiring under the Wichita Police and Fire Retirement System. In the event of an employee's death, any vacation pay due will be paid. Employees must complete their probationary appointment (or six months satisfactorily service for those employees on a 12 month probationary period) to be eligible to receive terminal vacation pay.

I. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the paycheck stub.

J. Employees who have retired under either retirement system and who are re-employed will not receive credit for any prior service toward longevity vacation. The date of re-employment will serve as the date for computing longevity vacation.

K. Forty (40) hour per week employees are allowed to accumulate and carry forward each year 240 hours of vacation leave. Twenty four (24) hour employees are allowed to accumulate and carry forward each year 360 hours of vacation leave. Employees will be required to use or lose vacation earned in excess of 240 hours (360) before the end of the last period in which their anniversary date occurs.

L. It is the intent of the parties to reflect in this Article the vacation policy of the City as it applies to the unit as of the signing of this agreement.

Article 17: Sick Leave

A. **Accrual.** Firefighter Recruits are not eligible to accrue sick leave benefits. Upon appointment to the position of Firefighter, employees shall accrue sick leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six through year fifteen of creditable service, sick leave will

be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 1.167 days per month (14 days per year).

Employees with prior creditable service are eligible to accrue sick leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

B. Sick leave use. Sick leave may be used for personal illness, off-the-job injury, and immediate family illness. Immediate family illness includes maternity or paternity leave and enforced quarantine.

1. Personal Illness. When taking sick leave for personal illness the employee is to notify the supervisor by phone or messenger prior to scheduled time to report to duty. Confirmation by a doctor of the illness or injury may be required as per department policy or at the direction of the Fire Chief/Airport Public Safety Chief.

It is the employee's responsibility to keep their supervisor informed of progress of the illness or injury and an estimated return to duty date.

2. Immediate Family Illness. Sick leave may be used for members of the employee's immediate family. Immediate family is defined as spouse, children (including step children), parents, and any relative living in the employee's home. Family members not mentioned are excluded. In no event may the employee charge more than 48 hours (72 hours for 24 hour employees) per payroll year for dependent illness.
3. Enforced quarantine in accordance with community health regulations.

C. Payment. A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick leave for other than probationary employees is in accordance with established policies. The accumulation of sick leave is unlimited.

D. When an employee has been on sick leave for 20 consecutive days, the City may require the employee to be examined by a physician it designates. The City may require an employee to provide a doctor's certificate anytime if sick leave abuse is suspected.

E. Well Day. An additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week employees and 24 hours for 24 hour shift employees) shall be granted to an employee who has completed the payroll year as a full-time employee, and who has not used more than 24 hours (for a 40 hour employee) or 36 hours (for a 24 hour employee) of sick leave in the preceding payroll year. Any employee who completed the previous payroll as a fulltime employee and who did not use any sick leave during the payroll year will receive one additional day of leave 8 hours or 10 hours for 40 hour week employees and 24 hours for 24 hour employees. Well day leave must be taken in increments of not less than one hour with prior approval of the immediate supervisor in accordance with the Fire/Airport Public Safety Department rules. Well day leave is granted the second pay period following the payroll year, is non-cumulative and is not charged against any leave accumulation.

F. Upon learning of pregnancy and having confirming documentation, the employee will notify her immediate supervisor who will in turn notify the Fire Chief/Airport Public Safety Chief through channels. The employee shall be temporarily assigned to non-hazardous duty, and the employee shall be returned to normal duty after the end of the pregnancy in accordance with the Departmental regulations (to be developed based upon medical advice and verification by the Human Resources Director).

Article 18: Emergency Leave

A. Eligibility. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days (48 hours for 24 hour employees) within the two week period immediately following the death of an immediate family member for the purpose of attending the funeral. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state approved foster child, or any relative living in the employee's home . For the death of a father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, daughter-in-law or son-in-law, the employee may be allowed a leave of absence up to a maximum of three (3) work days (36 hours for 24 hour employees) to be taken within a two week period immediately following the death of any of these persons. This leave must be approved by the department director and is not charged against any leave accumulation.

B. Reporting Emergency Leave. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

Article 19: Holidays

A. Employees of the City of Wichita and represented by the Union, shall receive holidays with pay for all legal holidays observed by the City. The City has adopted the federal long weekend plan and observes Martin Luther King Jr. birthday holiday on the third (3rd) Monday in January; President's Day on the third (3rd) Monday in February. Memorial Day will be observed on the last Monday in May.

B. Legal Holidays Observed.

New Years Day	Labor Day
Martin Luther King Jr. Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Personal Holiday *	

* Personal holiday will be individually scheduled by the Department Director. Personal holiday may not be taken until completion of six months of service.

C. Working on Holidays.

1. If an employee on an 8 hour shift is required to work on a holiday, the employee will be paid time and one-half for the hours worked, in addition to 8 hours holiday pay.
2. An employee on a 24 hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 12 hours times the equivalent hourly rate of the employee's salary.

D. Holiday Pay Disallowed.

1. When an employee does not comply with a request to work a holiday.
2. When employee is not in pay status for the entire working day preceding and for the entire working day following the holiday.

E. Holidays While on Leave for Employees Working a 40 hour Work Week. Holidays that occur during an approved leave of absence with pay, except injury leave, are not charged as days of leave taken for employees working a 40 hour work week.

F. Additional Holidays. When an additional non-working day is declared by the City Manager, such non-working day shall be treated in accordance with the policy governing holidays.

G. In lieu of the two additional days of vacation granted the 40 hour per week employees, 24 hour employees shall be granted 12 hours of additional pay on the first pay day in the months of April and October at the regular rate of pay. This provision does not apply to Airport Public Safety.

H. Holidays Falling on Non-Work Days. When a legal holiday falls on the first non-work day (Employee's Saturday) the preceding work day shall be observed; and when the holiday falls on the second non-work day (employee's Sunday) the following work day shall be observed, unless otherwise directed by the City Manager.

Article 20: Seniority-Departmental

Layoffs. In the event that a reduction in force becomes necessary due to phase-out of a program, reduction in funds, or other similar reason, the following procedures will apply:

- A. The Department Director will identify the specific number and type of job classifications to be reduced.
- B. The Department Director will then select employees in those job classifications who are to be laid off.
- C. Employees will be selected by the Department Director on the basis of both total seniority and all annual performance ratings.
- D. The list of job classifications and names of employees selected will then be submitted to the Human Resources Director. The Human Resources Director will obtain the approval of the City Manager prior to layoff.
- E. An attempt will be made to provide employees selected for layoff with at least two weeks advance notice.
- F. An employee who is laid off and who has previously occupied a lower position can displace or "bump" an employee in the lower position with less seniority. If the employee elects to accept the lower position (optional) rather than being laid off, the employee's salary will be kept at the current level or the last step of the lower range.
- G. Recall of employees shall be limited to the department from which they were laid off. Laid off employees will be placed on a recall list for eighteen months following layoff and are required to keep Human Resources informed of their current address. Recall shall be in reverse order of layoff (i.e., the first employee laid off will be the last to be recalled). If an employee is recalled after six months on layoff, the employee may be required to pass the entrance level Firefighter physical agility examination, and the physical examination so long as the Firefighter is not penalized on the physical examination for past job related injuries or diseases that originally occurred during the Firefighter's prior employment with the City. No new employees shall be hired until all those laid off that are on the recall list have been called back to work. Call back shall be initiated by registered letter from Human Resources to the employee's last known address with fourteen calendar days permitted for response. Employees laid off while in recruit or probationary status have no rights to recall.

H. The Department Director shall establish a seniority list and it shall be brought up to date on January 1st. of each year and immediately posted thereafter on the Central Fire Station and Substation boards for a period of not less than thirty (30) days and a copy of the same mailed to the Secretary and President of the Union. Any objections to the seniority list as posted shall be reported to the Department Director within ten (10) days after the thirty (30) day posting period, or it shall stand approved.

Article 21: Probation

A. Length of Probation. The probationary period shall be 12 months for new employees. The probationary period begins upon appointment to Firefighter, the first pay period following completion of recruit training.

B. An employee may be released at any time during recruit training or the employee's probationary period.

Article 22: No Strike-Lockout

A. The Union shall not participate in any strike, in accordance with the State Law, K.S.A. 75-4333 (c) (5). The State Law defines "strike" as meaning an action taken for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.

B. The City shall not institute, authorize, cause, aid, ratify or condone any action to provoke interruption of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing employees into relinquishing rights guaranteed under the law.

Article 23: Grievance Procedure

A. A grievance is defined as any dispute between the unit or members of the unit and Department Director or representatives concerning the terms of this Agreement or working conditions.

B. A work day, for the purposes of computing the time requirements of this grievance procedure, shall be a normal 8 hour shift, Monday through Friday. In computing the period of time, the day of the act or event shall not be included. The designated time period begins the following work day.

C. Any grievance as defined by Section A of this Article shall be settled in the following manner:

1. The grievance shall be taken in writing to the employee's immediate supervisor outside the bargaining unit within ten (10) work days of receipt of the official written notification of the discipline imposed. The immediate supervisor will render a decision within ten (10) work days. Copies of the supervisor's decision will be sent to the employee, the I.A.F.F. President, and the Employee Relations Officer.

2. Should the grievance not be resolved satisfactorily by the immediate supervisor, the employee and/or the Union Representative may take the grievance to the Division Director. The employee and/or Union Representative must initiate the grievance in writing to the Division Director within ten (10) work days from the date of decision of the immediate supervisor. The grievant may have a Union Representative present any time the Division Director interviews the grievant. The Division Director will render a decision within ten (10) work days to the grievant in writing.

3. Should the grievance not be resolved satisfactorily by the Division Director the employee and/or Union Representatives may take the grievance to the Department Director. The employee and/or Union Representative must initiate the grievance in writing to the Department Director within ten (10) work days from the decision of the Division Director. The grievant may have a Union Representative present at any time the Department Director interviews the grievant. The Department Director will render a decision within fifteen (15) work days to the grievant.

4. Should the grievance not be resolved satisfactorily by the Department Director, the employee may, within ten (10) work days of the completion of step 3, appeal the grievance, in writing to the Employee Relations Officer.

5. The Employee Relations Officer shall, within fifteen (15) work days after the receipt of the appeal, contact the I.A.F.F., the employee, and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the I.A.F.F., and to the Human Resources Director.

If the grievant is not satisfied with the findings of the Employee Relations Officer, he/she may request a hearing before the Grievance Board. The request must be submitted to the Employee Relations Officer within ten (10) work days following receipt of the Employee Relations Officer's response.

Employees requesting a Grievance Board shall exchange witness and exhibit lists one week prior to the scheduled hearing. Upon request, the parties will provide copies of any exhibit not already in the possession of, or otherwise unavailable to that party.

6. The Employee Relations Officer shall:

- a. convene the Grievance Board as soon as practical and,
- b. request of the Departmental Director a letter to the Employee Relations Officer setting forth the specific reasons for the decision and the action.

7. The Employee Grievance Board shall consist of five (5) members, two (2) to be appointed by the Union, two (2) to be appointed by the City Manager and the Department Director. The fifth member shall be selected by the Union President and Department Director. The Union will bear the cost of Union Representatives serving on the grievance board. The Employee Relations Officer shall handle all correspondence related to the hearing, and establish the location, time and date of the hearing. The Board shall draw the necessary rules and regulations to conduct the hearing. Rules and regulations of the Board shall provide for the grievant and the City to have the right to:

- present evidence supporting their position.
- call witnesses.
- cross examine witnesses.
- be represented by counsel at the hearing.

Proceedings shall be recorded. Rules drawn by the Board shall be approved by the Union and management. Witness/employees are obliged to appear before the Board during their regularly scheduled working hours when directed to do so by the Board. The Employee Relations Officer shall act as secretary to the Board during the hearing.

8. The Board shall make written findings of the fact which shall be included in the Board's recommendation and shall be forwarded to the City Manager within ten (10) work days of the

conclusion of the hearing. If the Board, on any issue of fact, cannot issue a finding, the City Manager shall make an investigation. If the City Manager desires more information about any of the facts, a request shall be made of the Board, who shall hold additional hearings if necessary, and deliver all requested information to the City Manager. The City Manager shall render a decision within ten (10) work days of the City Manager's receipt of the Board's recommendation. The decision of the City Manager shall be final.

9. An employee who desires to file a grievance concerning termination of employment shall do so by filing a written grievance following procedure beginning at paragraph four of this Article.

10. The burden of proof is on the grievant. All steps of the grievance procedure shall be adhered to by all parties in good faith and pursuant to the prescribed time frames set out in the grievance procedure unless mutually agreed by the parties.

11. In the event the employer does not respond to the time frames set forth, the grievance may be appealed by the employee or Union automatically to the next step of the grievance procedure.

12. In the event the employee or Union fails to appeal a grievance within the time frames set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.

13. A grievance filed on behalf of the entire Union membership may commence at step 2 of the grievance procedure.

14. The parties agree that the Department will notify the Union at least 24 hours prior to meeting with any grievant except in case of an emergency.

Article 24: Miscellaneous Provisions

A. In the first calendar year, Recruit Firefighters will be issued protective clothing and fatigue uniforms. Beginning the second calendar year, Firefighters will provide their own fatigue uniforms and will be reimbursed on the last payday of the year. The reimbursement is by cash allowance in the amount of \$600 in 2010. Allowance paid during the second year of employment will be prorated to the employee's commission date, and paid on the last payday of the second year. This does not apply to Airport Public Safety.

For this contract, the deadlines for the transition to the new uniforms will be extended for one year.

Cash reimbursement will be paid for all succeeding years on the last payday of each year. This uniform allowance will be prorated in the event of mid year termination.

It will be the employee's responsibility to replace the fatigue uniform items as needed. The City shall furnish to employees all equipment in order for the employee to adequately and safely perform the job as determined by the Fire Chief.

B. Bulletin Boards. The City shall provide space on presently existing bulletin boards for the Union to post notices pertaining to Union business. With the exception of the posting of the notice of a meeting, the minutes of a meeting, or agendas, all other postings must be approved in advance by the Battalion Chief or above.

C. When an employee is requested to, and voluntarily agrees to, use the employee's automobile while in employment with the City, the employee shall be paid for miles driven on the job in accordance with the City's administrative policies and regulations governing reimbursements.

D. The City shall reimburse or furnish all safety devices which, by virtue of the employee's employment with the City, the employee is required to possess. If the employee, through willful negligence or abuse, destroys, damages or loses such equipment, uniforms, etc., they shall be replaced at the employee's expense.

E. The City shall reimburse bargaining unit members for their EMT/MICT Recertification fee upon presentation of a receipt of payment.

F. There shall be created a Safety Advisory Committee comprised of six members, three appointed from management and three from the Union. The Committee shall advise the Department Director as to job safety problems and make appropriate recommendations. This Committee will be guided, but not limited, by the following principles:

1. Make immediate and detailed investigations into each accident, death or injury to determine the fundamental causes.
2. Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
3. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures, at least once every 18 months.
4. Recommend changes or additions to protective equipment, protective apparel or devices for elimination of hazards of fire fighting.
5. Promote and participate in the safety program through department meetings.
6. Make recommendations for the correction of unsafe or harmful working conditions.
7. Review and analyze all reports of accidents, deaths, injuries and fire-related illnesses. Investigate causes and recommend rules and procedures for the promotion of health and safety of all Fire Department personnel.

The Committee shall have the right to make its findings and recommendations public, except those coming under Article 24, Section F (1), which can be released only for statistical purposes, or pursuant to proper discovery through the courts.

G. Jury Duty.

1. Upon receipt of an order requiring the employee to report for Jury Duty, the order will be shown to immediate supervisor.
2. Fees received by an employee for Jury Duty will be turned in to the City Treasurer's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on Jury Duty. Employees are to report to duty on scheduled duty days after being released from jury duty.
3. An employee is not required to return money received for Jury Duty or subpoenaed witness when performed on a regular day off, or on vacation leave.

H. Maintenance. Realizing that the Professional Firefighters duties are primarily prevention of fires, training, and responding to emergency calls, both parties recognize and agree that the Firefighter may be required during the normal work day to perform routine general maintenance and routine general refurbish duties pertaining to the firehouse facility and yard. It is the intent of management to be reasonable in its requirements pertaining to these incidental duties.

It is also understood that the Firefighter will do any item of work that must be done immediately in an emergency situation and then only as a temporary method to avoid additional loss of property or life. Except for these emergency situations, the City will at all times provide proper equipment under the circumstances involved.

The City assumes any liability associated with the completion of emergency work, maintenance or refurbishment work by the Firefighter, which is performed in good faith.

I. Shift Exchange. In general, shift exchange policy shall be interpreted as liberally as possible under the law, provided there shall be no exchange during drill and exchange shall be with a person of equal rank and job qualifications. No shift exchange shall create any overtime pay liability.

Airport Public Safety will continue to use established shift exchange policies.

J. Anytime an employee is transported from the station where the employee reported at the beginning of the duty day to another station, the employee shall be returned to the station at which the employee initially reported for duty prior to the end of the duty shift.

K. Vehicle Insurance. The City shall provide legal representation for each employee covered by this Agreement who is responsible for the operation of City vehicles or equipment. Any legal representation shall be provided by or through the City's legal staff or outside council retained by the City at no expense to the employee.

L. Educational Leave. Educational leaves of absence without pay may be granted to an employee not to exceed 12 months. Course work shall be related to a fire career. Requests shall be submitted to the Department Director in writing, and must be approved by the City Manager on the basis of presently-existing policy.

M. The Union shall be provided with written notification of all changes in the Wichita Fire Department policy before said policies go into effect where practical.

N. The City shall provide theft insurance for employee owned microwave ovens and televisions permanently maintained in the fire stations. This insurance will be based on a 15% a year depreciation scale to a minimum of 25% of the value. All items insured under this program will be registered and recorded in the Fire Department Office. No item older than ten years will be covered under this policy.

O. Group Orientation. During the course of training in recruit classes, Fire recruits will be advised of the representative status of the Employee Organization. In addition, a fact sheet prepared by the Employee Organization and approved by the Department Director, which describes the goals and objectives, voluntary nature of membership, procedures for making and revoking allotments for the payment of Employee Organization dues, the procedures for processing grievances, and the coverage and scope of this agreement may be provided. Such information shall not be presented in a way that could be construed critical of the City or in a way that indicates that membership in the Employee Organization is mandatory. The Employee Organization shall be allowed up to one hour with each recruit class to distribute copies of the fact sheet and this Agreement, and to discuss organizational goals, policies, procedures and this Agreement. There shall be no direct solicitation of membership in the Employee Organization at group orientations.

P. Communications. The City shall provide space in each division, and/or stations for the Union to place a communications book for information pertaining to Union business.

1. Union related mail shall be distributed through regular Fire Department inter-office mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.

2. The Union shall be allowed to use the Fire Department E-mail system for the purpose of distributing Union related memos and information. There shall be no expectation of privacy and the City may discipline any employee in conjunction with misuse of E-mails.

Q. Court Appearance.

1. Employees required to appear or be ready to appear for a job related deposition, trial or other legal proceedings in their official capacity shall be compensated as if they are on duty. Any witness fees or pay received from the court will be turned over to the City Treasurer's Office.
2. The City shall provide legal representation to Fire Department personnel in accordance with K.S.A. 75-6101 et seq. and City Code 2.62.100 et seq.
3. Employees involved in a personal court case, either as a plaintiff, defendant or subpoenaed as a witness, may be granted leave, but the time taken off must be charged to either vacation leave or to leave without pay.
4. On receipt of an order requiring an employee to make a court appearance or attend a deposition, arrangements must be made by the employee with the employee's supervisor to get permission to comply with order.

Article 25: Savings Clause

If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Article 26: Criminal Charges

Any employee who has been charged with a crime and suspended without pay and who has subsequently been absolved of the charges, shall receive any back pay which may be due within 30 days after the employee provides the City with a verified statement of unemployment compensation paid by the State, which amount shall be deducted from any back pay due.

Article 27: Exclusions

It is expressly understood that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the City of Wichita.

Article 28: Disciplinary Action

A. Employees may only be disciplined for just cause. In any grievance procedure challenging discipline, the employer bears the burden of proof.

B. At any meeting between an employee and his/her supervisor in which there is discipline to be imposed, said employee, at his/her request, shall be entitled to the presence of a Union Representative during meeting and discussion.

C. In determining the appropriate disciplinary action to be taken in a given case, the employer may not rely upon any suspension of the employee in question which occurred more than 36 months prior to the alleged or suspected cause for discipline; and, any other form of discipline which occurred more than 36 months prior to the events in question may not be relied upon in any manner in determining the appropriate discipline.

D. Employees, charged with alleged violations requiring an appearance before the Accident Review Board (ARB), would have any discipline deferred until they appear before the ARB, unless the employee waives his/her right to appear before the ARB.

E. Whenever an employee is asked to place his signature upon any document or report for disciplinary action, it is understood that said employee is merely acknowledging receipt of said document and does not indicate whether the employee agrees or disagrees with the document, report or disciplinary action.

F. Employees receiving discipline in the form of unpaid suspension shall have the option of forfeiting up to 80 hours of accrued paid vacation days for 40 hour employees or 120 hours of accrued paid vacation days for 24 hour employees.

G. When the employer has a reasonable suspicion that a bargaining unit member may be subject to discipline dependent on the outcome of the investigation, the bargaining unit member will be provided a *Garrity* warning. Upon request of employees subject to this provision, a union steward as defined in Article 4 may be present when the employee is being questioned. The union steward may only be present as an observer and shall not intrude upon the questioning of the employees. Any steward on duty may be called upon to be present during questioning so that the process begins as soon as practicable, within the time it would take an on duty steward to appear at the place of questioning, in no event beyond one hour from which the call goes out to the union steward.

Article 29: Substance Testing

All bargaining unit members are subject to drug and alcohol testing as set forth in DOT regulations as amended by the Federal Government except only 10% of the bargaining unit members may be tested on an annual basis.

Article 30: Duration and Termination

This Agreement shall take effect on January 4, 2010, the date of the action of the City Council of the City of Wichita. This Agreement shall continue in full force and effect until December 24, 2010. By mutual agreement between the parties, any provisions of this Agreement may be opened for change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

IN WITNESS WHEREOF, THE CITY and THE UNION have hereunto set their hands this _____

FOR THE CITY OF WICHITA

FOR THE LOCAL 135 IAFF

Robert Layton, City Manager

Merle Rocky Bumgarner, Union President

Carl Brewer, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary Rebenstorf, Director of Law